

NORTH CAROLINA EDUCATION LOTTERY  
INFOMERCIAL PRODUCTION AND MEDIA PURCHASE SERVICES  
REQUEST FOR PROPOSAL

**INTRODUCTION AND INSTRUCTIONS**

The North Carolina Education Lottery (“NCEL”) is soliciting bids through this procurement to invite responsible bids from qualified and reputable firms in North Carolina to provide infomercial production and media purchase services as outlined in the scope of work as specified below. The responding vendor’s written proposal must address each and every specified item as addressed in the Scope of Work, and the cost for each category of work.

The NCEL shall not be liable or responsible for any costs, expenses, reimbursements or fees incurred by a Vendor in preparing and submitting a Bid or in performing any other action in connection with this Procurement.

The deadline for written proposal submission is **September 22, 2008 at 4:00 p.m.** All written proposals shall include one original and three (3) copies, and shall be sent to the attention of: **Ms. Quan T. Kirk, Director of Legal Services, 2100 Yonkers Road, Raleigh, NC, 27604; [qkirk@lottorync.net](mailto:qkirk@lottorync.net); (919) 301-3427; fax (919) 715-8831.**

Questions will be answered up to 5:30 p.m. on September 15, 2008. Questions may be emailed or faxed to the contact person above. The complete questions and answers will be emailed to interested parties who have either emailed or faxed a request for the questions and answers, to the designated contact person above.

Any Contract awarded pursuant to this procurement shall include the Terms and Conditions as specified in Exhibit A.

**SCOPE OF WORK**

The North Carolina Education Lottery (NCEL) is an independent, self-supporting and revenue raising agency of the State created pursuant to the North Carolina State Lottery Act (GS §18C-110). The NCEL’s goal is to maximize net lottery proceeds in order to fund various state educational programs.

The NCEL desires to acquire a qualified vendor to provide infomercial production and media purchase services. Specifically, the Successful Vendor shall be required to produce and place media for fifty-two (52), two-minute infomercials in the Raleigh market for the NCEL. The purpose of the infomercials is to inform the public about the NCEL’s mission to assist with financially supporting various North Carolina educational programs, as mandated by the Lottery Act, and about the NCEL’s products and services. Responding Vendors must have the technical and financial capabilities to perform the following tasks within a specified time period, as designated by the NCEL.

The Successful Vendor will be responsible for the following tasks:

**Production**

1. Consult with the NCEL and provide complete production services to shoot on video in standard 4:3 format in broadcast quality and all post production work including edit, close caption and distribution.
2. Production must include all essential elements such as lighting, sound, host and production time to tape interviews.

3. Final spot will be two (2) minutes long, with approximately one minute and forty-five seconds of that time being dedicated to interview time with the NCEL Executive Director, Tom Shaheen.
4. Each production session must net around six (6) two-minute infomercials per setting, total sessions approximately nine (9).
5. Host must open, conduct and close the interview.
6. Production must also include graphics and music that is cleared for use on broadcast and internet within the television market.

Media: Negotiate and purchase media for two-minute infomercials on a fixed day and time each workday for a 52-week schedule, airing sometime between 6 AM and noon.

#### Deliverables

1. Fifty-two (52) unique two-minute infomercials in desired station format shipped to station.
2. Internet format in SLV File for use on NCEL website.
3. 52-week media schedule in the Raleigh market.
4. Tapes for the NCEL's library.

The content of each infomercial will be developed by the NCEL and will center on such topics as education contribution information, new games and promotions. The NCEL will provide setting and props, if desired.

The Successful Vendor shall be readily accessible, which includes attending regular meetings with NCEL Deputy Executive Director of Marketing/Advertising and such other NCEL staff, as necessary. Such meetings may be conducted at the NCEL's Headquarters in Raleigh.

#### **PRICING**

Compensation for fulfilling all requirements under the Scope of Work will be a flat fee including, without limitation, any and all equipment and supplies, personnel and travel expenses, and any subcontracting services.

Costs agreed to in the resulting contract shall be firm and remain constant throughout the life of the contract and any extensions thereof.

## **E-PROCUREMENT REQUIREMENTS**

Payment by the NCEL shall be conducted through the Statewide E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of the Contract.

BECAUSE THIS IS A SERVICES CONTRACT, THE SUCCESSFUL VENDOR(S) WILL **NOT** BE REQUIRED TO PAY THE TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER.

The Successful Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Successful Vendor is a corporation, partnership or other legal entity, then the Successful Vendor may authorize its employees to use its password. The Successful Vendor shall be responsible for all activity and all charges by such employees. The Successful Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Successful Vendor's account, the Successful Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. The Successful Vendor shall cooperate with the NCEL and the Supplier Manager (a third party administrator for E-Procurement) to mitigate and correct any security breach.

Please be advised NCEL uses the information on vendor link and e-procurement for potential vendors to call. Please make sure you are registered on both sites. You can register at the following locations:

(Required) For E-Procurement (the system NCEL processes purchase orders through):

<https://vendor.ncgov.com/login>

Fill in the required information under "New Vendor Registration" and click register to continue the process. Please write down your User ID and password in case you need to go back later and update your information.

(Optional) You will find a separate link for "Vendor Link/HUB Registration." (The system many state agencies use to post their bids to the Internet)

<http://www.ips.state.nc.us/ips/vendor/vndpubmain.asp>.

Click on Vendor Registration/ HUB Verification. You will need to accept the terms in order to continue the registration process. Fill in all required fields and submit information. Be sure your email address is correct as that establishes the notification process to you when bids are posted that you would be interested in bidding on. Write your User ID and password down in case you need to update your information at a later date.

You will need Adobe Acrobat Reader on your computer in order to view our bids. If you do not have this, it can be downloaded free of charge by clicking on the Adobe Acrobat link below.

<http://www.adobe.com/products/acrobat/readstep2.html>

Our bids may be viewed at the following links:

[http://www.nc-educationlottery.org/vendor\\_information.aspx](http://www.nc-educationlottery.org/vendor_information.aspx)

or

<http://www.ips.state.nc.us/ips/deptbids.asp>

Click on the North Carolina Education Lottery link. Click on the bid number to view the bid.

If you have problems registering, please call:

E-Procurement helpdesk at 1-888-211-7440 for E-Procurement assistance or

Michele Goff at NC Education Lottery for Vendor Link Registration at the number listed below.

Michele Goff

Purchasing Administrator

NC Education Lottery

Telephone 919-301-3433

Fax 919-301-3620

[mgoff@lotterync.net](mailto:mgoff@lotterync.net)

## **TERMS AND CONDITIONS**

The following sample terms and conditions may be included in any Contract with the NCEL. Other provisions may be added as determined by the NCEL. All Vendors responding to this procurement must agree to the terms and the conditions of any awarded Contract.

### Ownership of Materials and Rights of Use

Neither the Vendor or parties working with or for the Vendor in performing Services under the Agreement or for the NCEL (all of the foregoing being defined as “**Subcontractors**”) shall have any proprietary rights or interest in any infomercials/ commercials, intellectual properties (including, without limitation, patents, copyrights, equipment, firmware, mask works, trademarks (and the goodwill associated therewith) and service marks (and the goodwill associated therewith) (all of the foregoing being collectively defined as the “**Intellectual Property Rights**”)) programs, shows, concepts, ideas, or other content or items of any kind or nature developed, produced or provided in connection with the Services provided for the NCEL under the Contract (collectively, the “**NCEL Intellectual Properties**”). All such NCEL Intellectual Properties, including all intellectual Property Rights therein, shall belong exclusively to the NCEL, and shall, to the greatest extent possible be deemed to be “works made for hire” for the NCEL. All NCEL Intellectual Properties, deliverables, written materials, campaigns, designs, tangible or intangible materials or other work product of any kind or nature produced, revised, created, modified or prepared by the Successful Vendor and any of its Subcontractors in connection with the Contract, this ITP or for the NCEL (collectively, the “**Work Product**”) will be deemed, to the greatest extent possible, “work made for hire” under Section 101 of the United States Copyright Act, 17 U.S.C. Section 101 to be exclusively owned by the NCEL. To the extent that any Work Product does not qualify as a “work made for hire,” the Successful Vendor and each of the Subcontractors hereby irrevocably transfer, assign and convey to the NCEL all right, right and interest in the Work Product, together with all Intellectual Property Rights therein, free and clear of any liens, security interests, hypothecations, pledges, claims or other encumbrances of any kind or nature, to the fullest extent permitted by law.

### Limitation of Liability

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL THE STATE OF NORTH CAROLINA, ITS GENERAL FUND OR ANY OF ITS AGENCIES OR POLITICAL SUBDIVISIONS, EXCEPT THE NCEL, BE RESPONSIBLE OR LIABLE AS A RESULT OF THIS AGREEMENT OR ANY LIABILITY CREATED HEREBY OR ARISING HEREUNDER. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT PUNITIVE OR SPECIAL DAMAGES UNDER ANY CIRCUMSTANCES.

### Termination

1. Notwithstanding anything herein to the contrary, the NCEL may cancel and terminate this Agreement if the Vendor fails to correct or cure any breach of any terms of this Agreement within three (3) business days of the earlier of: (A) the Vendor’s having knowledge of such breach; or (B) the Vendor’s receiving oral or written notice of such breach from the NCEL; or
2. The Vendor may cancel and terminate this Agreement if the NCEL, after thirty (30) calendar day’s prior written notice from the Vendor, fails to correct or cure any breach of this Agreement.
3. In the event that either party hereto is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure, or other events of force majeure not the fault of the affected party, the affected party shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, each party’s obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of an event described in this Section, the party whose ability to perform has not been so affected may terminate this Agreement by giving written notice thereof to the other party.

### Indemnification

The Vendor agrees to indemnify, defend and hold harmless the NCEL, the Commission, its directors and officers, the State of North Carolina and its agencies and political subdivisions, and their respective agents, officers and employees, against any and all third party suits, damages, expenses (including, without limitation, court costs, attorneys’ fees and other damages), losses, liabilities and claims of any kind, caused by or resulting from any act or omission of VENDOR, their Subcontractors, or any of its or their respective agents or employees, whether the same may be the result of negligence, responsibility under strict liability standards, any other substandard conduct or otherwise.

### Conflict Resolution Procedures

Prior to bringing any judicial enforcement action with respect to any claims or controversies arising in connection with the performance of this Agreement, VENDOR must first pursue and exhaust any and all remedies available to it in accordance with the dispute resolution procedures adopted by NCEL, as amended from time to time (collectively, the “**Dispute Resolution Procedures**”).